

UNOFFICIAL COPY

PREPARED BY: NANCY ABDAN
 RETURN TO: UNITED SAVINGS ASSN OF THE SOUTHWEST
 FSB DBA COMMONWEALTH UNITED MTG
 1301 N. BASSWOOD, 4TH FLOOR
 SCHAUMBURG, ILLINOIS 60173



91178356

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on.....APRIL 10TH.....19...91....The mortgagor is....CARMEN..PINERO..ROSARIO....A..WIDOW..AND..RAMON..P..ROSARIO.....A..WIDOWER..AND..ELIZABETH..RODRIGUEZ....A..SPINSTER.....("Borrower"). This Security Instrument is given to...UNITED.....SAVINGS..ASSN..OF..THE..SOUTHWEST..FSB....., which is organized and existing under the laws of.....UNITED..STATES....., and whose address is.....3200..SOUTHWEST.....FREEWAY...#2000..HOUSTON..TEXAS..77027..... ("Lender"). Borrower owes Lender the principal sum of.....ONE..HUNDRED..FIVE..THOUSAND..AND..00/100..... Dollars (U.S. \$...**105,000.00..). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on.....MAY..01....2021.....This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in.....COOK.....County, Illinois:

LOT 422 IN KOESTER AND ZANDER'S THIRD SECTION LINE ADDITION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$16.29
 T#7777 TRAN 9636 04/18/91 10:35:00
 #1227 - *-91-178356
 COOK COUNTY RECORDER

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TAX I.D.# 13-27-123-023
 which has the address of.....2842..N...KILPATRICK..AVENUE.....CHICAGO.....
 (Street) (City)
 Illinois.....60641.....("Property Address");
 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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| <p>NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> <p>19. Acceleration; Remedies. Lender shall give to Security prior to acceleration following Borrower's breach of any covenant or agreement contained in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified is deemed a continuation of the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure proceedings the nonexistence of a default prior to acceleration will be disregarded.</p> <p>The notice shall inform Borrower of the right to remitate after acceleration and the right to assert in the event of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property provided in full or all sums secured by this Security Instrument without further demand and may foreclose this Security payment in full or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument under this Agreement, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to collect all expenses incurred in pursing the remedies provided in this paragraph, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to collect all expenses incurred in pursuing the remedies provided by law, including, but not limited to, receiver's fees and costs of litigation and reasonable attorney's fees, and then to the sums secured by this Security instrument.</p> <p>20. Lender in Possession. Upon commencement of any period of redemption following judicial sale, Lender by reason of his/her occupancy of the Property, by reason of his/her actual possession of the Property, or prior to the expiration of any period of redemption to enforce any remedy available to him/her under this Article, Lender shall pay any recordation costs, fees and costs of recording this Security instrument, if one or more notices are executed by Borrower and recorded together with this Security instrument. If none or more notices are executed by homeowner in the Property, then the homeowner shall pay any recordation costs, fees and costs of recording this Security instrument.</p> <p>21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument, provided that Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by law, including, but not limited to, receiver's fees and costs of litigation and reasonable attorney's fees, and then to the sums secured by this Security instrument.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead except as provided in the Property.</p> <p>23. Riders to this Security instrument. If one or more notices are recorded together with this Security instrument, they shall be entitled to enforce past due, any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and second to Lender or the receiver for the payment of the costs of management of the Property past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and second to Lender or the receiver for the payment of the costs of management of the Property past due.</p> <p>24. Adjustment Rider. <input checked="" type="checkbox"/> Amended Unit Service Rider <input type="checkbox"/> Conditional Rider <input checked="" type="checkbox"/> QuadraFlex Rider <input type="checkbox"/> Tax Service Rider <input type="checkbox"/> Family Rider</p> | <p>STATE OF ILLINOIS, COOK COUNTY SS:</p> <p style="text-align: center;"><i>Borrower Ramon P. Rosario & Carmela Pinero Rosario</i></p> <p>ON THIS 10/24 DAY OF APRIL, 19 91, THE SUBSCRIBER, PERSONALLY APPARED, CARMELA PINERO ROSARIO, A WOMAN AND RAMON P. ROSARIO, A WOMAN AND ELIZABETH ROSARIO, A SPINSTER, WHO, I AM SATISFIED, ARE THE PERSON(S) NAMED IN AND WHO EXECUTED THE WITNESS, INSTRUMENT, AND THEREUPON THEY ACKNOWLEDGED, THAT THEY SIGNED, SEALD AND DELIVERED THE SAME; AS THEIR ACT; AND DEED, FOR THE PURPOSES OF RECORD EXPRESSED.</p> <p style="text-align: center;"><i>Carmela Pinero Rosario</i> ELIZABETH ROSARIO</p> <p style="text-align: right;">WITNESS: John Teller Nancy Public, State of Illinois My Commission Expires 09/28/2012</p> |
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(Space Below This Line for Acknowledgment)

NOTARY PUBLIC

RECEIPT OF A TRUE COPY OF THIS INSTRUMENT, PROVIDED WITHOUT CHARGE,

NOTARY PUBLIC

SERIALIZED

IS HERBY ACKNOWLEDGED.

RECORDED

NOTARY PUBLIC

SERIALIZED

RECORDED



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UNIFORM COVENANTS, Borrower and Lender, jointly agree, for the following:

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1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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SECURITY INSTRUMENT RIDER

THIS RIDER to the Security Instrument is made this 10TH day of APRIL

, 19 91 , and is incorporated into and shall be

deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date, given by the undersigned (the
"Borrower") to secure Borrower's Note to

UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

(the "Lender") of the same date and covering the Property described in the
Security Instrument to which this Rider is attached.

The paragraph entitled "FUNDS FOR TAXES AND INSURANCE", of the Uniform
Covenants of the Security Instrument to which this rider is attached,
beginning with the paragraph "THE FUNDS SHALL BE HELD ..." shall be amended
as follows:

" THE FUNDS SHALL BE HELD IN AN INSTITUTION THE DEPOSITS OR
ACCOUNTS OF WHICH ARE INSURED OR GUARANTEED BY A FEDERAL OR
STATE AGENCY (INCLUDING LENDER IF LENDER IS SUCH AN INSTITUTION).
LENDER SHALL APPLY THE FUNDS TO PAY THE ESCROW ITEMS. LENDER
MAY NOT CHARGE FOR HOLDING AND APPLYING THE FUNDS, ANALYZING THE
ACCOUNT OR VERIFYING THE ESCROW ITEMS, UNLESS LENDER PAYS BORROWER
INTEREST ON THE FUNDS AND APPLICABLE LAW PERMITS LENDER TO
MAKE SUCH A CHARGE. A CHARGE ASSESSED BY LENDER IN CONNECTION
WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY
THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE
CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE. BORROWER AND
LENDER MAY AGREE IN WRITING THAT INTEREST SHALL BE PAID ON THE
FUNDS. UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW REQUIRES
INTEREST TO BE PAID, LENDER SHALL NOT BE REQUIRED TO PAY
BORROWER ANY INTEREST OR EARNINGS ON THE FUNDS. LENDER SHALL
GIVE TO BORROWER, WITHOUT CHARGE, AN ANNUAL ACCOUNTING OF THE
FUNDS SHOWING CREDITS AND DEBITS TO THE FUNDS AND THE PURPOSE
FOR WHICH EACH DEBIT TO THE FUNDS WAS MADE. THE FUNDS ARE
PLEDGED AS ADDITIONAL SECURITY FOR THE SUMS SECURED BY THIS
SECURITY INSTRUMENT."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions
contained in the Security Instrument Rider.

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Carmen Pinero Rosario
CARMEN PINERO ROSARIO

Ramon P. Rosario
RAMON P. ROSARIO

Elizabeth Rodriguez
ELIZABETH RODRIGUEZ

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SHIRLEY THERESA HARRIS

31816 to web NTCI said she is deceased and died at home first

as Linda had said this morning at home. (8:30)

had been to want to have registered as deceased and name as Linda

and Google.com has died, this was all in ("SEARCHED", "SERIALIZED", "FILED")

in this office and file number of ("SEARCHED")

and file number of the death certificate was MURKIN, GENE

and file number of death certificate was MURKIN, GENE (8:45)

Received a reply after follow up from attorney's office

from addressee, "LINDA MURKIN WAS BORN NOV 20, 1941, BOSTON, MASSACHUSETTS"

Indicates a reply will come on Wednesday afternoon and the attorney

leaves on Friday about 8AM, attorney will then be available

to discuss the case.

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